



**AMENDMENT 14-01 to
PARTICIPATING ADDENDUM
(hereinafter "Addendum")
WESTERN STATES CONTRACTING ALLIANCE
COMPUTER EQUIPMENT PERIPHERALS, & RELATED SERVICES
Administered by the State of Minnesota (hereinafter "Lead State")**

State of Washington, Department of Enterprise Services
Participating Entity Contract Number: 06112 (T10-MST-303)
And
Oracle America, Inc. (hereinafter "Contractor,")
Minnesota Contract Number: B27175

Date Issued: 3/12/14

Effective Date: Upon Signature of MCC Authorizing Manager

1. Purpose: The purpose of this Amendment 14-01 by and between the State of Washington and Oracle America, Inc. is to change the method, by which Contractor submits Contract Activity Reports, and to remove all references to "Department of Information Services,, (DIS) and replace such references with Department of Enterprise Services (DES.)

2. Modifications to Participating Addendum:

A. Effective immediately upon execution of this Amendment 14-01 by each of the parties hereto, remove in its entirety from the Master Price Agreement, Addendums, Forms, Exhibits, and Schedules the old customer name of Department of Information Services (DIS) Technology Brokering Services 605 E 11th Ave, PO Box 42445 Olympia, WA 98504-2445 and replace with Department of Enterprise Services (DES) 1500 Jefferson St. SE, Olympia WA 98501. All references to (a) "Department of Information Services,, shall be replaced with "Department of Enterprise Services,, and (b) "DIS,, shall be replaced with "DES,,. As used throughout the Addendum, "DES,, shall mean the Department of Enterprise Services.

B. Section 3.9 of the Addendum (which references and amends Article 44.B (Participating Entity Reports and Fees) of the Master Price Agreement): delete in its entirety and replace with the following:

Article 44.B Participating Entity Reports and Fees is hereby modified to add the following language:

The Contractor shall pay DES a fee equal to 1.5% (management fee) of the total price, less any taxes, returns, credits or adjustments, of all sales to Authorized Users under this Master Price Agreement. The management fee will be collected by Contractor from the fees paid to Contractor by Authorized Users under this Master Price Agreement, and shall be held by Contractor in trust for DES until such management fee is remitted to DES. For the avoidance of doubt, in the event that a management fee is remitted to DES prior to the application of returns, credits and/or adjustments, if

any, applicable to the sales upon which such fee is based, Contractor may apply such returns, credits and/or adjustments to the calculation of subsequent management fees.

The management fee will be included in Contractor's pricing as set forth in the Participating Addendum (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchasing Entity.

In the event that DES desires to increase, decrease, or eliminate the management fee, DES will provide Contractor with thirty (30) days written notice. Any increase, decrease or elimination of the management fee shall become effective upon the execution by DES and Contractor of a written instrument amending this Addendum.

Contractor will provide DES with a sales report detailing total net sales for the preceding quarter ("Sales Report,,"), in accordance with the Contract Sales & Reporting System identified below and use the requirements and schedules set forth. DES will send an invoice within 30 days after each quarter, based on the sales report. Payment of the management fee is due within (30) days of the date of the DES invoice.

DES reserves the right to audit, or have a designated third party audit, in each case, at reasonable times and upon prior notice, applicable records to ensure that DES has been properly invoiced and all management fees have been paid. Failure to accurately report the total net sales to submit a timely sales report, or remit timely payment of the management fee, may be cause for termination of this Addendum in accordance with the terms hereof or the exercise by DES of other remedies provided by applicable law.

Management fee payment must reference the contract number, Work Request Number (if applicable), the year and quarter of which the management fee is being remitted, and the Contractor's name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

Name:	State of Washington, Dept of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: Quarter/Year: Contractor's Name as it is known to DES (if not already included on face of the check)

Contract Sales and Reporting System

Contract Sales and Reporting System is the on-line usage reporting system which will be available as a tool to report quarterly contract sales by Contractor. Prior to the due date for

Contractor's report, an account will be established, and a log-in provided. The location of the tool is <https://fortress.wa.gov/ga/apps/CSR/login.aspx>.


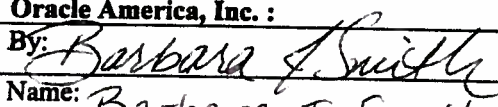
Reports will be submitted in the month following the quarter-end and before the "Report Due,, dates as shown below:

Quarter	Quarter Ends	Report Due
1 st	March 31 st	April 30 th
2 nd	June 30 th	July 31 st
3 rd	September 30 th	October 31 st
4 th	December 31 st	January 31 st

3. Participation: For the avoidance of doubt, the term "cooperatives,, as used in section 2 of the Addendum shall be deemed to include, *inter alia*, any political subdivision of another state with which DES has entered into a cooperative or master contract usage agreement authorizing such political subdivision to purchase or acquire goods and services for its direct use under contracts entered into by DES (cooperatives together with all other Purchasing Entities located in the State of Washington, herein collectively referred to as, "Authorized Users,,) approved by the State Chief Procurement Official.

4. Other Terms and Conditions: All other terms and conditions of Participating Addendum Number 06112 (T10-MST-303), WSCA Contract # B27175 and all addenda and amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 14-01 as of the date of execution by both parties below.

Washington State Office of Authorizing Manager:	Oracle America, Inc. :
By: 	By: 
Name: Dale Colbert	Name: Barbara J. Smith
Title: Procurement Unit Manager	Title: Contracts Administrator
Date: 4-22-14	Date: 4/18/2014